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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

METRO PAWS, LLC, a California  
limited liability company,

Plaintiff,

vs.

METROPAWS KC, a Missouri business  
entity form unknown; and DOES 1  
through 10,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES:**

- 1) Federal Trademark Infringement;*
- 2) California Common Law Trademark Infringement;*
- 3) Federal Trademark Dilution;*
- 4) Federal Unfair Competition & False Designation of Origin; and*
- 5) California Unfair Competition*

**DEMAND FOR JURY TRIAL**

Plaintiff Metro Paws, LLC, hereby complains and alleges as follows against  
Defendant MetroPAWS KC (“Defendant”); and DOES 1-10:

**I.**

**JURISDICTION**

1. This Court has diversity jurisdiction over this action pursuant to 28

1 U.S.C. § 1332(a)(2) in that Plaintiff and Defendant are citizens of different states and  
2 the matter in controversy exceeds \$75,000, exclusive of interests and costs. The Court  
3 has original subject matter jurisdiction over the claims that relate to trademark  
4 infringement and unfair competition under 15 U.S.C. §1125, pursuant to 28 U.S.C.  
5 §1331 and 1338. The Court has supplemental jurisdiction over the claims in this  
6 Complaint which arise under state statutory and common law pursuant to 28 U.S.C. §  
7 1367(a) because the state law claims are so related to the federal claims that they form  
8 part of the same case or controversy and derive from a common nucleus of operative  
9 facts. This action is not a collusive action designed to confer jurisdiction on a court of  
10 the United States that it would not otherwise have.

11 2. This Court has personal jurisdiction over the Defendant because it has a  
12 continuous, systematic, and substantial presence within this judicial district. For  
13 example, by using and offering infringing services in this judicial district, and by  
14 committing acts of patent infringement in this judicial district. Defendant's acts form  
15 a substantial part of the events or omissions giving rise to Plaintiff's claims.

16 3. Venue is proper in this Judicial District pursuant to 28 U.S.C. §1391(b)  
17 and (c).

## 18 II.

### 19 PARTIES

20 4. Plaintiff Metro Paws, LLC ("Metro Paws") is a limited liability company  
21 organized and existing under the laws of the State of California, having its principal  
22 place of business at 7610 Beverly Blvd., Unit 481182, Los Angeles, CA 90048.

23 5. Plaintiff is informed and believes, and on that basis alleges, that  
24 Defendant MetroPAWS KC, having its principal place of business at 1600 Grand  
25 Boulevard, #103, Kansas City, Missouri 64108.

26 6. Plaintiff is ignorant of the true names and capacities, whether individual,  
27 corporate, associate, partnership, or otherwise of each of the Defendants sued herein  
28 as Does 1 through 10, inclusive, and therefore sues said Defendants by such fictitious

1 names. Plaintiff reserves the right to name such Does as discovery from Defendants  
2 reveal their identities.

3 7. Plaintiff is informed and believes and thereon alleges that each of the  
4 Defendants named herein as a Doe was and is negligently, intentionally, or both  
5 negligently and intentionally responsible in some manner for the occurrences herein  
6 alleged, and the injuries and damages suffered by Plaintiff as herein alleged were the  
7 direct and proximate result of, and caused by the acts and omissions of the  
8 Defendants.

9 8. To the extent that certain acts and omissions were perpetrated by certain  
10 Defendants, the remaining Defendant or Defendants confirmed and ratified said acts  
11 and omissions.

12 9. Whenever and wherever reference is made in this Complaint to any act  
13 by a Defendant or Defendants, such allegations and reference shall also be deemed to  
14 mean the acts and failures to act of each Defendant acting individually, jointly, and  
15 severally.

16 10. Whenever and wherever reference is made to individuals who are not  
17 named as Plaintiff or Defendants in this Complaint but were employees/agents of each  
18 other Defendant, such individuals acted on behalf of each Defendant within the scope  
19 of their employment.

### 20 **III.**

#### 21 **FACTUAL ALLEGATIONS**

22 Plaintiff is informed and believes and thereon alleges the following:

23 11. Plaintiff is in the business of selling goods and products related to pets,  
24 especially dogs, and also providing dog and pet services which include, but are not  
25 limited to, walking, training, boarding, grooming, day care, transportation, veterinary,  
26 rehabilitation, photography, and others. Plaintiff maintains the website portal  
27 www.metropaws.com on which it advertises and markets its dog and pet related  
28 products and services. Plaintiff also utilizes a Facebook page titled "MetroPaws

1 LLC” and used to maintain a “MetroPaws” page on Instagram.

2 12. In order to protect Plaintiff’s investment in the development of its brand  
3 name and products, Plaintiff obtained United States trademarks.

4 13. Plaintiff Metro Paws registered its “Metro Paws” trademark on  
5 December 19, 2006 with the United States Patent and Trademark Office (“USPTO”),  
6 Registration No. 3,187,309 (“309 Trademark”). Metro Paws registered its  
7 “Metropaws” trademark with the USPTO on January 4, 2011, Registration No.  
8 3,899,560 (“560 Trademark”). (309 Trademark and 560 Trademark collectively  
9 referred to herein as the “Marks”).

10 14. The Marks have not been abandoned, canceled, or revoked.

11 15. The Marks cover classes which specifically include online  
12 retail/wholesale store services featuring pet goods and internet website portals  
13 featuring promotion and advertising for dog-related products and services.

14 16. Defendant MetroPAWS KC maintains the website  
15 [www.metropawskc.com](http://www.metropawskc.com) on which it advertises and provides dog walking and pet  
16 sitting services. MetroPAWS KC uses a Facebook page entitled “MetroPawsKC”  
17 which Defendant MetroPAWS KC uses to advertise and market its services to the  
18 public.

19 17. On or about September 26, 2014, Plaintiff issued a cease and desist letter  
20 to Defendant MetroPAWS KC. Plaintiff informed Defendant MetroPAWS KC that  
21 Plaintiff owned the 309 and 560 Trademarks which Defendant was infringing upon.  
22 Plaintiff requested that MetroPAWS KC refrain from infringing on the 309 and 560  
23 Trademarks.

24 **FIRST CAUSE OF ACTION**

25 ***Federal Trademark Infringement***

26 ***15 U.S.C. §1114***

27 ***(Against All Defendant MetroPAWS KC)***

28 18. Plaintiff repeats and re-alleges each and every allegation set forth above

1 as if set forth fully herein.

2 19. This is a claim for trademark infringement arising under 15 U.S.C.  
3 §1114.

4 20. As set forth herein, Defendant MetroPAWS KC has engaged in acts of  
5 direct infringement by the sale and offer for sale of services and products in  
6 connection with one or more of Plaintiff's Marks without Plaintiff's consent.

7 21. Upon information and belief, long after Plaintiff's adoption and use of  
8 each of its Marks, and after the federal registration of each of the Marks, Defendant  
9 has affixed and used in commerce reproductions, copies, or colorable imitations of  
10 one or more of the Marks without Plaintiff's consent in a manner that infringes upon  
11 Plaintiff's rights in the Marks in violation of 15 U.S.C. §1114.

12 22. Without Plaintiff's consent, Defendant used in commerce marks that are  
13 confusingly similar to Plaintiff's Marks in connection with the sale, offering for sale,  
14 or advertising or goods or services in a manner which is likely to cause confusion, or  
15 to cause mistake, or to deceive.

16 23. Plaintiff is informed and believes, and thereon alleges, that Defendant did  
17 so with actual knowledge of Plaintiff's ownership and prior use of the Marks, and  
18 with the intent to unfairly compete with Plaintiff, to trade upon Plaintiff's reputation  
19 and goodwill by causing confusion and mistake among customers and the public, and  
20 to deceive the public into believing that Defendant's products are associated with,  
21 sponsored by, originate from, or are approved by Plaintiff, when they are not.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendant's  
23 activities constitute willful and intentional infringement of the Marks, directly and/or  
24 indirectly, in total disregard of Plaintiff's proprietary rights, and were done despite  
25 Defendant's knowledge that the use of the Marks was and is in direct contravention of  
26 Plaintiff's rights.

27 25. Plaintiff is informed and believes, and thereon alleges, that Defendant has  
28 derived and received, and will continue to derive and receive, gains, profits, and

1 advantages from the use of the Marks in an amount that is not presently known to  
2 Plaintiff. By reason of Defendant's actions, constituting unauthorized use of the  
3 Marks, Plaintiff has been damaged and is entitled to monetary relief in an amount to  
4 be determined at trial.

5 26. Due to Defendant's actions, constituting unauthorized use of the Marks,  
6 Plaintiff has suffered and continues to suffer great and irreparable injury, for which  
7 Plaintiff has no adequate remedy at law.

8 **SECOND CAUSE OF ACTION**

9 ***California Common Law Trademark Infringement***

10 ***(15 U.S.C. §1125(a))***

11 ***(Against All Defendant MetroPAWS KC)***

12 27. Plaintiff repeats and re-alleges each and every allegation set forth above  
13 as if set forth fully herein.

14 28. This is a claim for trademark infringement, arising under California  
15 common law.

16 29. As set forth herein, Defendant MetroPAWS KC has engaged in acts of  
17 direct infringement by the sale, offer for sale of services and products in connection  
18 with one or more of Plaintiff's Marks without Plaintiff's consent.

19 30. Defendant's acts complained of herein constitute trademark infringement  
20 under California common law. Plaintiff is informed and believes, and thereon alleges,  
21 that Defendant's acts complained of herein are willful and deliberate and committed  
22 with knowledge that Defendant's unauthorized use of Plaintiff's Marks and Plaintiff's  
23 common law trademarks causes a likelihood of confusion.

24 31. Plaintiff is informed and believes, and thereon alleges, that Defendants  
25 have derived and received and will continue to derive and receive, gains, profits, and  
26 advantages from Defendant's trademark infringement in an amount that is not  
27 presently known to Plaintiff.

28 32. Due to Defendant's trademark infringement, Plaintiff has suffered and

1 continues to suffer great and irreparable injury for which Plaintiff has suffered and  
2 continues to suffer great and irreparable injury for which Plaintiff has no adequate  
3 remedy at law.

4 33. Defendant's willful acts of trademark infringement under California  
5 common law constitute fraud, oppression, and malice. Accordingly, Plaintiff is  
6 entitled to exemplary damages.

7 **THIRD CAUSE OF ACTION**

8 ***Federal Trademark Dilution***

9 ***(15 U.S.C. §1125(c))***

10 ***(Against All Defendant MetroPAWS KC)***

11 34. Plaintiff repeats and re-alleges each and every allegation set forth above  
12 as if set forth fully herein.

13 35. This is a claim for trademark dilution under 15 U.S.C. §1125(c).

14 36. The products and services sold by Plaintiff under the Marks have been  
15 widely advertised, promoted, and distributed to the purchasing public throughout the  
16 United States and the world.

17 37. Products and services sold under the Marks, by reason of their style and  
18 design and quality of workmanship, have come to be known to the purchasing public  
19 throughout the United States are representing products and services of high quality,  
20 which are sold under good merchandising and customer service conditions. As a  
21 result, the Marks, and the goodwill associated therewith, are of great value to Plaintiff.

22 38. By virtue of the wide renown acquired by the Marks, coupled with the  
23 national distribution and extensive sale of various products and services distributed  
24 under the Marks, each of the Marks has become famous.

25 39. As set forth herein, Defendant MetroPAWS KC has engaged in acts of  
26 direct infringement by the sale and offer for sale of services and products in  
27 connection with one or more of Plaintiff's Marks without Plaintiff's consent.

28 40. Upon information and belief, Defendant's actions were done willfully

1 with the intent to exploit Plaintiff's reputation and dilute the Plaintiff's Marks.

2 41. By reason of the aforesaid acts constituting trademark dilution, Plaintiff  
3 has been damaged and is entitled to monetary relief in an amount to be determined at  
4 trial.

5 42. Due to Defendant's actions, constituting trademark dilution, Plaintiff has  
6 suffered and continues to suffer great and irreparable injury, for which Plaintiff has no  
7 adequate remedy at law.

8 **FOURTH CAUSE OF ACTION**

9 ***Federal Unfair Competition & False Designation of Origin***

10 ***(15 U.S.C. §1125(a))***

11 ***(Against All Defendant MetroPAWS KC)***

12 43. Plaintiff repeats and re-alleges each and every allegation set forth above  
13 as if set forth fully herein.

14 44. This is a claim for unfair competition and false designation of origin  
15 under 15 U.S.C §1125(a).

16 45. As set forth above, Defendant has engaged in acts of direct infringement  
17 by the sale and offer for sale of goods and services in connection with the Marks  
18 without Plaintiff's consent.

19 46. As set forth herein, Defendant MetroPAWS KC has engaged in acts of  
20 direct infringement by the sale, offer for sale of services and products in connection  
21 with one or more of Plaintiff's Marks without Plaintiff's consent.

22 47. Defendant's use of the Marks without Plaintiff's consent constitutes a  
23 false designation of origin, false or misleading description of fact, or false or  
24 misleading representation of fact, which is likely to cause confusion, or to cause  
25 mistake, or to deceive as to the affiliation, connection, or association of such person  
26 with another person, or as to the origin, sponsorship, or approval of his or her goods or  
27 commercial activities by another person in violation of 15 U.S.C. §1125(a).

28 48. Defendant's use of the Marks without Plaintiff's consent constitutes a

1 false designation of origin, false or misleading description of fact, or false or  
2 misleading representation of fact, which in commercial advertising or promotion,  
3 misrepresents the nature, characteristics, qualities, or geographic origin of his or her or  
4 another person's goods or commercial activities in violation of 15 U.S.C. §1125(a).

5 49. Such conduct by Defendant is likely to confuse, mislead, and deceive  
6 Defendant's customers, purchasers, and members of the public as to the origin of  
7 Defendant's products or cause said persons to believe that Defendant and/or its  
8 products have been sponsored, approved, authorized, or licensed by Plaintiff or are in  
9 some way affiliated or connected with Plaintiff, when they are not, all in violation of  
10 15 U.S.C. §1125(a).

11 50. Upon information and belief, Defendant's actions were undertaken  
12 willfully with full knowledge of the falsity of such designation of origin and false  
13 descriptions or representations.

14 51. Plaintiff is informed and believes, and thereon alleges, that Defendant has  
15 derived and received, and will continue to derive and receive, gains, profits, and  
16 advantages from Defendant's false designation of origin, false or misleading  
17 statements, descriptions of fact, or false or misleading representations of fact in an  
18 amount that is not presently known to Plaintiff. By reason of Defendant's actions,  
19 constituting false designation of origin, false or misleading statements, false or  
20 misleading descriptions of fact, or false or misleading representations of fact, Plaintiff  
21 has been damaged and is entitled to monetary relief in an amount to be determined at  
22 trial.

23 52. Due to Defendant's actions, constituting false designation of origin, false  
24 or misleading statements, descriptions of fact, or false or misleading representations of  
25 fact, Plaintiff has suffered and continues to suffer great and irreparable injury, for  
26 which Plaintiff has no adequate remedy at law.

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**FIFTH CAUSE OF ACTION**

***California Unfair Competition***

***(Against All Defendant MetroPAWS KC)***

53. Plaintiff repeats and re-alleges each and every allegation set forth above as if set forth fully herein.

54. This is a claim for unfair competition, arising under California Business & Professions Code §17200, et seq. and California common law.

55. Defendant's acts of trademark infringement, false designation of origin, and trademark dilution complained of herein constitute unfair competition with Plaintiff under the common law and statutory laws of the State of California, particularly California Business & Professions Code §17200, et seq.

56. As set forth herein, Defendant MetroPAWS KC has engaged in acts of direct infringement by the sale and offer for sale of services and products in connection with one or more of Plaintiff's Marks without Plaintiff's consent.

57. Plaintiff is informed and believes, and thereon alleges, that Defendant has derived and received, and will continue to derive and receive, gains, profits and advantages from Defendant's unfair competition in an amount that is not presently known to Plaintiff. By reason of Defendant's wrongful acts as alleged in this Complaint, Plaintiff has been damaged and is entitled to monetary relief in an amount to be determined at trial.

58. By its actions, Defendant has injured and violated the rights of Plaintiff and have irreparably injured Plaintiff and such irreparable injury will continue unless Defendant is enjoined by this Court.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment in its favor against Defendant MetroPAWS KC for the following relief:

1. A preliminary and permanent injunction against Defendant, its officers, agents, servants, employees, representatives, successors, and assigns, and all persons, firms, or corporations in active concert or participation with Defendant, enjoining them from engaging in the following activities and from assisting or inducing, directly or indirectly, others to engage in the following activities:

- a. Using any of the Marks, or any other mark, symbol, or logo that is confusingly similar to any of the Plaintiff's Marks on or in connection with any pet goods, pet products, or pet services;
- b. Falsely designating the origin of Defendant's goods;
- c. Making false or misleading statements, descriptions of fact, or false or misleading representations of fact;
- d. Causing a likelihood of confusion or injuries to Plaintiff's business reputation;
- e. Manufacturing, using, displaying, distributing, or selling any goods that infringe any of Plaintiff's Marks; and
- f. Directly or indirectly infringing the 309 Trademark and 560 Trademark.

2. That Defendant be required to account for any and all profits derived by their acts of trademark infringement, false designation of origin, trademark dilution, and unfair competition complained of in this Complaint.

3. That Defendant's acts of trademark infringement, false designation of origin, trademark dilution, and unfair competition complained of in this Complaint be deemed willful, that this be deemed an exceptional case, and that Plaintiff be entitled to enhanced damages.



**DEMAND FOR JURY TRIAL**

Plaintiff MetroPaws, LLC, hereby demands a trial by jury on all triable claims.

Dated: February 23, 2015

ADLI LAW GROUP P.C.

By: /s/Dariusz G. Adli, Esq.

Dr. Dariusz G. Adli, Esq.

Attorney for Plaintiff

MetroPaws, LLC